



SO ORDERED.

SIGNED this 5th day of December, 2013

**THIS ORDER HAS BEEN ENTERED ON THE DOCKET.
PLEASE SEE DOCKET FOR ENTRY DATE.**


John C. Cook
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TENNESSEE

IN RE:
BETTY SUE HOWARD
Debtor(s)

CASE NO. 13-11877

CHAPTER 13

**ORDER GRANTING MOTION TO MODIFY
AND CONFIRMING MODIFIED PLAN**

The debtor has filed a motion to modify the confirmed chapter 13 plan. It appearing that all affected creditors have been served with copies of the motion, the proposed modified plan, and the required Notice; that no objections have been filed or any objections have been overruled or withdrawn; and that the modified plan meets the requirements of the Bankruptcy Code;

IT IS ORDERED THAT:

1. The motion of the debtor to modify is granted;
2. The proposed modified plan, a copy of which is attached, is hereby confirmed and is the plan of the debtor.

###

APPROVED FOR ENTRY BY:

/s/ C. Kenneth Still, Trustee

C. Kenneth Still, Trustee

P.O. Box 511

Chattanooga, TN 37401

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE
SOUTHERN DIVISION

In re: Betty Sue Howard

Chapter 13
Case No. 13-11877

MODIFIED PLAN
DUE TO FEASIBILITY
October 15, 2013

1. Payments and Term. The Debtor will pay the chapter 13 Trustee **\$1,113.00 MONTHLY BY DIRECT PAY** and for and the following additional monies:

2. Priority Claims (including administrative expenses).

(a) All administrative expenses under 11 U.S.C. §§ 503(b) & 1326 will be paid in full, including fees to the debtor's attorney.

(b) Except as provided in paragraph 6 below, claims entitled to priority under 11 U.S.C. § 507 will be paid in full in deferred cash payments, with tax claims paid as priority, secured, or unsecured in accordance the filed claim.

3. Secured Claims.

(a) *Cramdowns.* The holders of the following allowed secured claims retain the liens securing such claims and will be paid by the trustee the value of the security in the manner specified below. The portion of any allowed claim that exceeds the value indicated will be treated as an unsecured claim under paragraph 4(1) below.

<u>Creditor</u>	<u>Collateral</u>	<u>Value</u>	<u>Monthly Payment</u>	<u>Interest Rate</u>
-----------------	-------------------	--------------	----------------------------	--------------------------

(b) *Surrender.* The debtor will surrender the following collateral and the creditor will have an allowed deficiency claim which will be paid as unsecured under paragraph 4(a) below.

<u>Creditor</u>	<u>Collateral to Be Surrendered</u>
-----------------	-------------------------------------

Long-Term Mortgages. The holders of the following mortgage claims will retain their liens and will be paid monthly maintenance payments which will extend beyond the life of the plan. Any arrearage amount set forth below is an estimate; arrearage claims will be paid in full in the amount in the filed claim, absent an objection. Increases in the monthly maintenance payments during the life of the plan will be paid by the indicated payer.

<u>Creditor</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Arrearage Monthly Payment</u>	<u>Maintenance Payment</u>	<u>Payment by: (Trustee or Debtor)</u>
OneWest Bank	\$9,926.24		\$241.00	\$685.85	Trustee

De Novo Review. Notwithstanding any provision of this plan, the secured status and classification of any purported secured claim are subject to *de novo* review on the request of any party in interest made within 90 days following the filing of the claim or the expiration of the deadline for filing proofs of claim, whichever comes later.

4. Unsecured Claims.

(a) *Nonpriority.* Except as provided in subparagraph(b) and in paragraph 6 below, allowed nonpriority unsecured claims will be pro rata or 60 months of payment whichever is greater Base **\$65,200.00**

(b) **5. Executory Contracts and Unexpired Leases.** Except the following which are assumed, all executory contracts and unexpired leases are rejected, with any claim arising from the rejection to be paid as unsecured as provided in paragraph 4(a) above:

<u>Property Description</u>	<u>Contract Number</u>	<u>Other Party to Contact</u>
-----------------------------	------------------------	-------------------------------

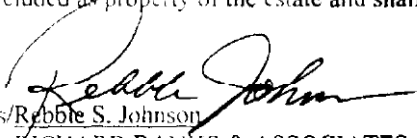
6. Special Provisions. (such as co-signed debts, debts paid by third party, student loans, special priority debts)

<u>Creditor</u>	<u>Property Description</u>	<u>Debt</u>	<u>Estimated Payment</u>	<u>Interest Rate</u>	<u>Payment By:</u> <u>(Trustee or Debtor)</u>
Bank of Cleveland	2 nd mortgage		To be treated as an unsecured debt. Lien to be released at the end of the plan.		
aka Penny Mac Loan					
OneWest Bank	House & Lot at 180 Howard		To be surrendered in full satisfaction of debt.		

7. Liens to be avoided under §§506 & 522(f). Confirmation of this plan shall constitute an order avoiding the liens of the following creditors:

8. Property of the Estate. All property of the Debtor(s) is included as property of the estate and shall remain so until discharge unless otherwise ordered by the court.

Date: October 15, 2013

Signature /s/  Rebble S. Johnson

RICHARD BANKS & ASSOCIATES, P.C.
Richard L. Banks #000617
Rebble S. Johnson #011548
Andrew B. Morgan #026879
Attorney for debtor(s)
PO Box 1515
Cleveland, TN 37364-1515
423-479-4188

Date: 10/31/13

Signature: /s/ Betty Sue Howard

Betty Sue Howard, Debtor